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UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA

ADVANCED MEDIA NETWORKS, LLC

Case No. '15CV0143 MMAKSC

Plaintiff,

COMPLAINT

V.

(JURY TRIAL DEMANDED)

VIASAT, INC., LIVETV, LLC, and
JETBLUE AIRLINES CORP.,

Defendants.

COMPLAINT

Plaintiff Advanced Media Networks, LLC (“AMN”) brings this action against defendants ViaSat, Inc. (“ViaSat”), LiveTV, LLC (“LiveTV”) and JetBlue Airlines Corp. (“JetBlue”) (collectively, “Defendants”) and hereby alleges as follows:

The Parties

1. AMN is a limited liability company organized and existing under the laws of California having a principal place of business at 5900 Wilshire Boulevard, Suite 2600, Los Angeles, California 90036. AMN is a supplier of communication products and services, including portable and wireless videoconferencing and mobile wireless broadband network systems for use at remote locations.

2. ViaSat is a corporation organized and existing under the laws of Delaware having a principal place of business at 6155 El Camino Real, Carlsbad, California, 92009. Upon information and belief, ViaSat does business in the State of

1 California and this District, contracts to supply goods or services within the State of
2 California and this District, has continuous and systematic business contacts within
3 the State of California and this District, derives substantial revenue from interstate
4 commerce from goods used or services rendered in the State of California and this
5 District and commits and has committed acts of patent infringement either within the
6 State of California and this District, or outside the State of California and this
7 District with a reasonable expectation that such acts would have consequences within
8 the State of California and this District.

9 3. LiveTV is a corporation organized and existing under the laws of
10 Delaware having a principal place of business at 700 S. Babcock Street, Melbourne,
11 FL 32901. Upon information and belief, LiveTV does business in the State of
12 California and this District, contracts to supply goods or services within the State of
13 California and this District, has continuous and systematic business contacts within
14 the State of California and this District, derives substantial revenue from interstate
15 commerce from goods used or services rendered in the State of California and this
16 District and commits and has committed acts of patent infringement either within the
17 State of California and this District, or outside the State of California and this
18 District with a reasonable expectation that such acts would have consequences within
19 the State of California and this District. Until mid-2014, LiveTV was a wholly
20 owned subsidiary of JetBlue.

21 4. JetBlue is a corporation organized and existing under the laws of
22 Delaware having a principal place of business at 27-01 Queens Plaza North, Long
23 Island City, New York 11101. Upon information and belief, JetBlue does business in
24 the State of California and this District, contracts to supply goods or services within
25 the State of California and this District, has continuous and systematic business
26 contacts within the State of California and this District, derives substantial revenue
27 from interstate commerce from goods used or services rendered in the State of
28 California and this District and commits and has committed acts of patent

1 infringement either within the State of California and this District, or outside the
 2 State of California and this District with a reasonable expectation that such acts
 3 would have consequences within the State of California and this District.

4 **Jurisdiction and Venue**

5 5. This action arises under the Patent Laws of the United States, 35 U.S.C.
 6 §1, et seq. This Court accordingly has jurisdiction pursuant to 28 U.S.C. §§ 1331,
 7 1338(a), and 2202.

8 6. Venue is proper in this judicial district pursuant to 28 U.S.C. §§
 9 1391(b), 1391(c), 1400(b), and 1404(a).

10 **Facts Common to All Counts**

11 *The Patents-In-Suit*

12 7. On September 28, 1999, U.S. Patent No. 5,960,074 (the “‘074 Patent”),
 13 entitled “Mobile Tele-Computer Network For Motion Picture, Television and
 14 Advertising Production,” a copy of which is attached hereto as Exhibit A, was duly
 15 and legally issued by the United States Patent and Trademark Office (“USPTO”) to
 16 Curtis Clark as inventor.

17 8. On September 3, 2002, U.S. Patent No. 6,445,777 (the “‘777 Patent,”
 18 the ‘074 and ‘777 Patents being referred to collectively herein as the “Patents-in-
 19 Suit”), entitled “Mobile Tele-Computer Network,” a copy of which is attached hereto
 20 as Exhibit B, was duly and legally issued by the USPTO to Curtis Clark, et al. as
 21 inventors.

22 9. AMN is the owner by assignment of the Patents-in-Suit.

23 10. In addition to being examined by the USPTO before being issued, the
 24 Patents-in-Suit have each been reexamined by the USPTO multiple times. During
 25 these reexaminations, initiated at the request of several different parties, the USPTO
 26 considered dozens of prior art references it had not previously considered and
 27 confirmed the validity of the original claims (some as amended) as well as many
 28 new claims added during the reexaminations.

1 11. The '074 Patent was subject to a first reexamination before the USPTO,
2 resulting in the USPTO issuing an Ex Parte Reexamination Certificate on November
3 22, 2011 confirming original claims 1 through 40 (some as amended) and adding
4 new claims 41 through 127. A copy of this Reexamination Certificate is attached
5 hereto as Exhibit C. Similarly, the '777 Patent was subject to a first reexamination
6 before the USPTO, resulting in the USPTO issuing an Ex Parte Reexamination
7 Certificate on November 15, 2011 confirming original claims 1 through 28 (some as
8 amended) and adding new claims 29 through 109. A copy of this Reexamination
9 Certificate is attached hereto as Exhibit D.

10 12. The Patents-in-Suit underwent a second round of ex parte
11 reexaminations by the USPTO which again resulted in the original claims being
12 confirmed and new claims being added. For the ‘074 Patent, the USPTO issued an
13 Ex Parte Reexamination Certificate on April 23, 2014 confirming claims 1 through
14 127 (some as amended) and adding new claims 128 through 147. A copy of this
15 Reexamination Certificate is attached hereto as Exhibit E. For the ‘777 Patent, the
16 USPTO issued an Ex Parte Reexamination Certificate on April 8, 2014 confirming
17 original claims 1 through 109 (some as amended) and adding new claim 110. A copy
18 of this Reexamination Certificate is attached hereto as Exhibit F.

Licensing History of the Patents-in-Suit

20 13. The Patents-in-Suit have been licensed to several companies offering
21 products and services providing mobile wireless Internet access, including products
22 and services similar to and operating in the same field of use as those described
23 herein offered by Defendants and covered by the Patents-in-Suit.

24 14. On January 11, 2010, AMN commenced an action in the Southern
25 District of New York against Inmarsat Inc., Inmarsat Global Limited, Stratos Mobile
26 Networks, Inc. and Vizada Inc. (Case No. 1:10-cv-00194-KBF) alleging
27 infringement of the '074 and '777 Patents by, among things, the SwiftBroadband in-
28 flight broadband wireless Internet access service and the BGAN portable satellite

1 access terminals. On July 26, 2012, this case was dismissed with prejudice following
2 settlement and licensing agreements between the parties.

3 15. On December 19, 2011, AMN commenced an action in the Central
4 District of California against Gogo LLC (“Gogo”) and Aircell Business Aviation
5 Services LLC (“Aircell”) (Case No. 2:11-cv-10474-GAF-JCG) alleging infringement
6 of the ‘074 Patent by broadband products and services installed and operating on
7 aircraft to provide WiFi service to passengers. On April 9, 2012, AMN filed an
8 amended complaint adding defendants Bombardier Aerospace Corporation, Delta
9 Air Lines, Learjet, Inc., NetJets, Inc., United Air Lines Inc., and Xojet, Inc. On
10 August 5, 2013, this case was dismissed with prejudice following a settlement
11 agreement between parties involved in the case.

12 16. On December 28, 2012, AMN commenced an action in the Central
13 District of California against Row 44, Inc. and Southwest Airlines Co. (Case No.
14 2:12-cv-11018-GAF-JCG) alleging infringement of the Patents-in-Suit by broadband
15 products and services installed and operating on commercial aircraft to provide WiFi
16 service to passengers. On August 5, 2014, AMN filed an amended complaint adding
17 defendant Global Eagle Entertainment, Inc. On January 5, 2015 an order of dismissal
18 was entered in this case following a settlement and licensing agreement between
19 parties in the case.

20 17. On June 23, 2014, AMN entered into a licensing agreement with
21 Panasonic Avionics Corporation (“PAC”), providing PAC with a non-exclusive
22 license to practice the Patents-in-Suit, without litigation. On information and belief,
23 PAC is one of the largest providers of mobile wireless network services practicing in
24 the same field of use as Defendants, including but not limited to, automobile,
25 aviation, maritime and rail applications.

Viasat's Infringing Mobile Broadband Services and Equipment

27 18. ViaSat is a provider of high-speed mobile broadband services and
28 advanced satellite and wireless networks.

1 19. ViaSat produces, uses, and sells a variety of advanced satellite and other
2 wireless communication systems, back-end networking equipment, and mobile
3 terminals and subsystems for use in providing wireless Internet access in vehicles
4 including, but not limited to, aircraft, automobiles, trains and seagoing vessels, and
5 for use on land and vehicles in its tactical SurfBeam systems (collectively, “Mobile
6 Broadband Equipment” or “MBE”).

7 20. ViaSat and its customers provide wireless broadband Internet access to
8 users using the Mobile Broadband Equipment (“Mobile Broadband Services”) in
9 vehicles such as aircraft, automobiles, trains and seagoing vessels and via the tactical
10 SurfBeam systems.

11 21. ViaSat’s Mobile Broadband Services include ViaSat’s Yonder mobile
12 broadband services (“Yonder Services”) and Exede services including without
13 limitation the Exede In The Air service (“Exede Services”), each of which is
14 described in greater detail below.

15 22. ViaSat’s Mobile Broadband Equipment includes antenna systems such
16 as the SurfBeam system which comprise portable ground terminals and antennas for
17 terrestrial and satellite applications, including but not limited to, mobile satellite
18 communication, Ka-band gateways and other multi-band antenna applications.

19 23. ViaSat’s Mobile Broadband Equipment additionally includes satellites,
20 ground systems and equipment and a ground-based communications network.

21 24. At least some of the Mobile Broadband Equipment is specifically
22 designed and/or configured for use in providing wireless Internet access to users in
23 moving vehicles and through tactical systems via the SurfBeam systems. For
24 example, at least one antenna of the Mobile Broadband Equipment is specifically
25 designed and/or configured for installation on the body of an aircraft to provide
26 satellite constellation connectivity, and to meet aviation standards, requirements, and
27 regulations. Upon information and belief, at least one antenna of the Mobile
28 Broadband Equipment has not been, is not, and cannot be utilized in any other

1 manner other than providing satellite connectivity between an aircraft and ViaSat's
2 satellite constellation, and has no other substantial, non-infringing use outside of an
3 aircraft.

4 25. Similarly, the Mobile Broadband Equipment includes cabin wireless
5 access point (“CWAP”) devices designed and configured to provide wireless local
6 area network access in aircraft and other vehicles and have no other substantial, non-
7 infringing use. Upon information and belief, the CWAP devices used in aircraft are
8 explicitly designed for placement within an aircraft and to meet aviation standards.
9 Other devices of the Mobile Broadband Equipment are designed for use within the
10 cabin or other compartment of an aircraft and have no other substantial, non-
11 infringing use. Upon information and belief, ViaSat explicitly restricts customers
12 from modifying any component of the Mobile Broadband Equipment without
13 express approval from ViaSat.

14 26. The Mobile Broadband Equipment and Mobile Broadband Services are
15 used, among other things, to provide wireless Internet access onboard moving
16 vehicles, including but not limited to, aircraft, maritime vessels, automobiles, trucks,
17 buses and trains. Upon information and belief, much of the Mobile Broadband
18 Equipment is specifically designed for use in or with such moving vehicles and is not
19 utilized or marketed for any other purpose.

ViaSat's Yonder Services and Systems

21 27. ViaSat provides wireless broadband Internet access for customers as
22 part of their Yonder Services, using systems including, but not limited to, airborne,
23 maritime and terrestrial mobile satellite systems.

24 28. Upon information and belief, ViaSat markets the Yonder Services to
25 general aviation customers including privately owned aircraft, maritime customers,
26 and rail customers.

27 29. ViaSat's Yonder Services provide at least three service plans: the
28 "Yonder Plan", the "Yonder Premium" Plan, and "Yonder VIP" Plan.

1 30. The Yonder Plan allows for download speeds of 1.5 Mbps and upload
2 speeds of 128 kbps and facilitates applications, including but not limited to, Web,
3 VPN, e-mail (with attachments), and Voice over IP telephone calls (e.g., Skype and
4 Google Hangouts). The Yonder Premium Plan allows for download speeds of 2
5 Mbps and upload speeds of 512 kbps and facilitates applications, including but not
6 limited to, Web, VPN, e-mail (with attachments), Voice over IP telephone calls (e.g.,
7 Skype and Google Hangouts), and streaming music and videos. The Yonder VIP
8 Plan allows for download speeds of 4 Mbps and upload speeds of 1 Mbps and
9 facilitates applications, including but not limited to, Web, VPN, e-mail with
10 attachments, VoIP and video calls (Skype, Google Hangouts), and streaming music
11 and videos.

12 31. Upon information and belief, the Mobile Broadband Equipment
13 supporting the Yonder Services includes satellite terminals and subsystems,
14 satellites, ground-based networking equipment, and a ground network (the “Yonder
15 System”).

16 32. Upon information and belief, the Yonder System includes a satellite
17 antenna assembly, a high power transceiver, an antenna control unit, and a
18 modem/router.

19 33. Upon information and belief, the Yonder System is designed and
20 configured to work with CWAP devices. Further, ViaSat advertises the use of the
21 Yonder System with CWAP devices.

22 34. Upon information and belief, the server of the Yonder System manages
23 the transfer of broadband information between installed CWAP devices and the
24 ViaSat antenna.

25 35. Upon information and belief, the antenna and modem of the Yonder
26 System coordinate data transmissions between aircraft equipped with CWAP devices
27 and the Yonder System to ViaSat satellites orbiting the Earth.

28 36. Upon information and belief, ViaSat Ka-band and Ku-band satellites

1 relay information between the ViaSat modem and multiple gateways located within
2 the Yonder System network.

3 37. Upon information and belief, the Yonder System network is designed to
4 transmit data between the Yonder System and the Internet via one or more ViaSat
5 ground-based networking locations.

6 38. Additionally, ViaSat makes, uses, sells, and offers for sale Yonder
7 Services and equipment to customers in other industries including maritime, rail,
8 automotive, and trucking.

9 39. As part of its maritime offering, ViaSat makes, uses, sells and offers for
10 sale Mobile Broadband Equipment including very-small aperture antennae that are
11 designed to support ViaSat's Yonder Services. The maritime service offers cable
12 modem-like speeds so that customers can connect to a virtual private network to
13 perform tasks, including but not limited to, sending and receiving email with
14 attachments, making VoIP phone calls, browsing the internet, and transferring large
15 files.

16 40. Upon information and belief, ViaSat's maritime antennae systems are
17 designed and marketed for use with Wi-Fi access points to provide mobile, maritime
18 Wi-Fi networks.

ViaSat's Exede Services and Systems

20 41. Upon information and belief, ViaSat's Exede in the Air Service is a
21 high-speed mobile broadband service aimed primarily at, but not limited to,
22 commercial airlines.

23 42. The Exede in the Air Service includes Ku-band satellite coverage and
24 Ka-band satellite coverage. Upon information and belief, the Ku-band Exede in the
25 Air Service is utilized by numerous aircraft including over 500 commercial aircraft
26 operated by airlines including JetBlue. The Ka- and Ku-band Exede in the Air
27 Service is in use on over 600 daily commercial airline flights operated by airlines
28 including JetBlue.

1 43. The Exede in the Air Service provides an Internet connection with
2 speeds of 12 Mbps or higher to passengers.

3 44. Mobile Broadband Equipment supporting the Exede in the Air Service
4 includes satellite terminals and subsystems, satellites, ground-based networking
5 equipment, and a ground network (the “Exede System”).

6 45. The Exede System includes a satellite antenna, a ViaSat SurfBeam
7 modem, a server, and at least one CWAP device.

8 46. The CWAP devices of the Exede System provide a Wi-Fi network to
9 passengers while an aircraft is in motion.

10 47. Upon information and belief, the server of the Exede System manages
11 the transfer of broadband information between CWAP devices and the ViaSat
12 antenna.

13 48. Upon information and belief, the antenna and modem of the Exede
14 System coordinate data transmissions between the aircraft equipped with the CWAP
15 devices and server to ViaSat satellites orbiting the Earth.

16 49. Upon information and belief, ViaSat satellites relay information
17 between the ViaSat modem and multiple gateways located within the Exede System
18 network.

19 50. The Exede System network is designed to transmit data between the
20 Exede System and the Internet via one or more ViaSat ground-based networking
21 locations.

22 51. Upon information and belief, other Exede Services include ground-
23 based broadband services that provide Internet access instantly, regardless of the
24 local infrastructure or location, and utilize mobile satellite terminals installed on
25 vehicles including but not limited to trains, buses, vans and automobiles.

26 52. Upon information and belief, the Mobile Broadband Equipment utilized
27 by the Exede Services includes a satellite antenna, modem, and Wi-Fi access points.

LiveTV's Infringing Products and Services

53. LiveTV offers both “In-Flight Entertainment” products and services, providing multimedia content such as audio and video content, as well as “Connectivity” products and services, which provide wireless broadband Internet connectivity to passengers and crew.

54. LiveTV's Connectivity products and services include "Ka-Band Broadband," "Multi Band (Ku, Ka and L-band) Broadband," and "OpenPort Aero (L-Band)" products and services (collectively, "Broadband products and services").

55. Upon information and belief, the Broadband products and services offered by LiveTV utilize ViaSat's Exede Services and Mobile Broadband Equipment manufactured by ViaSat including the Exede System.

56. Upon information and belief, LiveTV makes, uses, sells, or offers to sell its Broadband products and services to commercial airlines such as JetBlue.

JetBlue's Infringing Products and Services

57. JetBlue offers a mobile broadband service onboard multiple aircraft called “Fly-Fi” that gives passengers Wi-Fi Internet access.

58. Upon information and belief, JetBlue's Fly Fi products utilize Mobile Broadband Equipment manufactured by ViaSat and sold by LiveTV including the Exede System ("Fly-Fi Equipment").

59. Upon information and belief, JetBlue's Fly-Fi services include ViaSat's Exede Services sold to JetBlue by LiveTV ("Fly-Fi Services").

60. JetBlue's Fly-Fi service was designed, developed, and deployed in cooperation with ViaSat and LiveTV.

61. Upon information and belief, JetBlue's Fly-Fi service was developed and is maintained by LiveTV, as a re-branding of LiveTV's "Ka-Band Broadband" service.

62. JetBlue offers multiple plans for access to the Fly-Fi service including a free, “Simply Surf” plan and Fly-Fi “Plus” plan for which passengers are charged for

1 | usage.

2 63. Fly-Fi Plus is marketed to passengers who utilize bandwidth-heavy
3 applications like streaming movies and applications or activities requiring large
4 downloads, for which passengers are charged increased usage fees.

Relationships between the Parties

6 64. Based on publicly available information put forth by Defendants, at
7 some time prior to September 22, 2010, ViaSat and JetBlue entered into a
8 memorandum of understanding (the “2010 MOU”) for the provision of in-flight
9 broadband access and other services for customers on JetBlue’s fleet of more than
10 160 aircraft using ViaSat advanced Ka-band satellites. Under the 2010 MOU, ViaSat
11 agreed to provide Ka-band antenna components and SurfBeam 2 modems for
12 installation on JetBlue’s EMBRAER E190 and Airbus A320 aircraft types along
13 with two-way transmission bandwidth services using satellites owned and/or
14 operated by ViaSat including the WildBlue-1 and high-capacity ViaSat-1 satellites.
15 Also, as part of the 2010 MOU, JetBlue stated that LiveTV, then a wholly owned
16 subsidiary of JetBlue, would install and lead the certification process of the new
17 system.

18 65. In a press release dated December 12, 2013 (the “2013 Press Release”),
19 JetBlue announced the launch of “Fly-Fi.”

66. In mid-2014, JetBlue sold LiveTV to Thales SA (also referred to as
“Thales Group”) for \$400 million. As part of this LiveTV sale, JetBlue announced
they would enter into long term agreements with LiveTV to continue providing
support for its LiveTV and Fly-Fi inflight connectivity products and services.

24 67. Upon information and belief, ViaSat and LiveTV have entered into
25 contracts or agreements to provide Mobile Broadband Services to passengers aboard
26 aircraft owned and/or operated by airlines such as JetBlue, as well as non-
27 commercial aircraft operators. Additionally, upon information and belief, ViaSat and
28 LiveTV have entered into contracts or agreements with airlines, including JetBlue, to

1 sell and install the Mobile Broadband Equipment on aircraft owned and/or operated
2 by the airlines, such as JetBlue, as well as non-commercial aircraft operators.

3 68. Upon information and belief, ViaSat and LiveTV, without authority,
4 supply or cause to be supplied in or from the United States, all or a substantial
5 portion of the components of a patented invention of the Patents-in-Suit, where such
6 components are uncombined in whole or in part, in such manner as to actively induce
7 the combination of such components outside of the United States in a manner that
8 would infringe the Patents-in-Suit if such combination occurred within the United
9 States. Upon information and belief, ViaSat and LiveTV, without authority, supply
10 or cause to be supplied in or from the United States, any component of a patented
11 invention of the Patents-in-Suit that is especially made or especially adapted for use
12 in the invention and not a staple article or commodity of commerce suitable for
13 substantial non-infringing use, where such component is uncombined in whole or in
14 part, knowing that such component is so made or adapted and intending that such
15 component will be combined outside of the United States in a manner that would
16 infringe the Patents-in-Suit if such combination occurred within the United States.

17 69. Specifically, upon information and belief, ViaSat and LiveTV, without
18 authority, supply or cause to be supplied in or from the United States, the
19 components of the Mobile Broadband Equipment to airlines outside of the United
20 States (“Additional Airlines”). Such components (e.g., the antenna(e), CWAP(s), and
21 server(s) of the Mobile Broadband Equipment) are uncombined in whole or in part
22 upon receipt by the Additional Airlines outside of the United States and, as
23 discussed, are especially made or especially adapted for use in the invention of the
24 Patents-in-Suit and are not a staple article or commodity of commerce suitable for
25 substantial non-infringing use.

26 70. Upon information and belief, the Mobile Broadband Equipment
27 assembled outside of the United States by the Additional Airlines are utilized and
28 provide Wi-Fi access within the United States and elsewhere for those flights of the

1 Additional Airlines equipped with the Mobile Broadband Equipment. Upon
2 information and belief, the Additional Airlines, under ViaSat and/or LiveTV's
3 direction and control, have assembled or caused to be assembled said components to
4 implement the functioning Mobile Broadband Equipment and to provide Mobile
5 Broadband Services as outlined supra.

6 71. Furthermore, ViaSat and LiveTV actively induce the combination of
7 such components outside of the United States by the Additional Airlines in a manner
8 that would infringe the Patents-in-Suit if such combination occurred within the
9 United States.

10 72. Upon information and belief, ViaSat and LiveTV have and continue to
11 supply material components that infringe the Patent-in-Suit despite having actual
12 knowledge that the Mobile Broadband Equipment and Mobile Broadband Services
13 infringe the Patents-in-Suit as discussed infra.

14 73. Upon information and belief, ViaSat and LiveTV have installed
15 equipment on aircraft owned and operated by the airlines, including JetBlue and the
16 Additional Airlines, and/or has had such equipment installed under its direction and
17 control on the aircraft, which facilitates communication with the satellite
18 communications network to provide Mobile Broadband Services to users.

19 74. Upon information and belief, ViaSat and LiveTV provide guidance and
20 instructions to airlines, including JetBlue and the Additional Airlines, for the
21 installation and maintenance of equipment on aircraft owned and operated by the
22 airlines, to utilize Mobile Broadband Services during flights.

23 75. Upon information and belief, under at least the aforementioned
24 agreements, ViaSat and LiveTV provide guidance and instructions explaining how
25 passengers can obtain or utilize Mobile Broadband Services during flights offered by
26 the airlines, including JetBlue and the Additional Airlines.

The Defendants' Knowledge of the Patents-in-Suit

28 76. On August 15, 2012, AMN notified ViaSat CEO Mark D. Dankberg via

1 a letter from its counsel that products and services made, used, sold, or offered for
2 sale by ViaSat infringed the ‘074 and ‘777 Patents including the Yonder Services
3 and Yonder System. Upon information and belief, Mr. Dankberg received the
4 August 15 letter.

5 77. Upon information and belief, Defendants were already aware of the
6 ‘074 and ‘777 Patents prior to receipt of the formal notice from AMN by virtue of,
7 among other things, the prior litigation of such patents in its industry including
8 against ViaSat’s direct competitors including Inmarsat and Gogo and its potential
9 customers, the commercial airlines.

10 78. Since it became aware of the Patents-in-Suit at least as early as August
11 15, 2012, ViaSat has continued to make, use, sell and offer to sell Mobile Broadband
12 Services and the Mobile Broadband Equipment to customers including JetBlue and
13 the Additional Airlines, as well as customers in the maritime, rail, and vehicle
14 transportation industries, thereby willfully infringing AMN's Patents-in-Suit.

15 79. Since it became aware of the Patents-in-Suit, JetBlue has continued to
16 make, use, sell and offer to sell Fly-Fi Equipment and Services to passengers,
17 thereby willfully infringing AMN's Patents-in-Suit.

18 80. Since it became aware of the Patents-in-Suit, LiveTV has continued to
19 make, use, sell and offer to sell Connectivity Services to passengers, thereby
20 willfully infringing AMN's Patents-in-Suit.

COUNT II

Infringement of United States Patent No. 5,960,074

(Against All Defendants)

24 81. AMN repeats the allegations contained in the preceding paragraphs 1
25 through 81 as though fully set forth herein.

26 82. Upon information and belief, each Defendant has in the past infringed
27 and continues to infringe the ‘074 Patent, directly and/or by contributory
28 infringement and/or by inducement of infringement, by making, using, selling and/or

1 offering to sell, in this judicial district and elsewhere in the United States, Mobile
2 Broadband Services and the Mobile Broadband Equipment, which embody the
3 patented invention of the '074 Patent.

4 83. Pursuant to 35 U.S.C. § 271, ViaSat is liable for direct infringement of
5 the '074 Patent by having made, used, sold or offered to sell and continuing to make,
6 use, sell and/or offer to sell Mobile Broadband Services and the Mobile Broadband
7 Equipment. ViaSat's infringement includes, but is not limited to, the manufacture,
8 use, sale, importation and/or offer for sale of Mobile Broadband Services offered
9 through the satellite communications network and the Mobile Broadband Equipment,
10 which embody the patented invention of the '074 Patent. ViaSat has contracted to
11 sell and has sold both Mobile Broadband Services and the Mobile Broadband
12 Equipment (in configurations generally similar to the allegations previously made) to
13 various customers including JetBlue, LiveTV, and the Additional Airlines. ViaSat
14 continued to make, use, sell, offer to sell, and/or import Mobile Broadband Services
15 and Mobile Broadband Equipment despite having actual knowledge of the
16 infringement of the '074 Patent communicated by AMN as discussed supra.

17 84. Pursuant to 35 U.S.C. § 271, ViaSat is liable for contributory
18 infringement of the '074 Patent by having sold or offered to sell and continuing to
19 sell or offer to sell Mobile Broadband Services and the components of the Mobile
20 Broadband Equipment which comprise a material component of the invention
21 embodied in the '074 Patent, which is especially made or adapted for use in
22 infringing the '074 Patent and which is not suitable for any substantial non-
23 infringing use, in order to provide Mobile Broadband Services to users and having
24 knowledge that the '074 Patent was/is being directly infringed by users.

25 85. Pursuant to 35 U.S.C. § 271, ViaSat is liable for inducement of
26 infringement by having knowingly caused or intended to cause and continuing to
27 knowingly cause or intend to cause the direct infringement of the '074 Patent by
28 users of Mobile Broadband Services and the Mobile Broadband Equipment.

1 86. Pursuant to 35 U.S.C. § 271, ViaSat is liable for infringement of the
2 ‘074 Patent by knowingly supplying customers, including airlines, outside of the
3 United States with components of the Mobile Broadband Equipment, the
4 components having no other substantial non-infringing use and not being staple
5 articles or commodities of commerce. Further, the combination of components
6 supplied by ViaSat to foreign entities would infringe the patent if such combination
7 occurred within the United States.

8 87. Pursuant to 35 U.S.C. § 271, LiveTV is liable for direct infringement of
9 the ‘074 Patent by having made, used, sold or offered to sell and continuing to make,
10 use, sell and/or offer to sell In-Flight Entertainment and Connectivity products and
11 services. LiveTV’s infringement includes, but is not limited to, the manufacture, use,
12 sale, importation and/or offer for sale of In-Flight Entertainment and Connectivity
13 services offered through the ViaSat satellite communications network and the In-
14 Flight Entertainment and Connectivity hardware installed on commercial, private,
15 and government aircraft, which embody the patented invention of the ‘074 Patent.
16 LiveTV has contracted to sell and has sold both In-Flight Entertainment and
17 Connectivity products and services to various airlines including JetBlue. LiveTV
18 continued to make, use, sell, offer to sell, and/or import In-Flight Entertainment and
19 Connectivity products and services despite having actual knowledge of the
20 infringement of the ‘074 Patent communicated by AMN as discussed supra.

21 88. Pursuant to 35 U.S.C. § 271, LiveTV is liable for contributory
22 infringement of the ‘074 Patent by having sold or offered to sell and continuing to
23 sell or offer to sell components of the In-Flight Entertainment and Connectivity
24 products and services which comprise a material component of the invention
25 embodied in the ‘074 Patent, which is especially made or adapted for use in
26 infringing the ‘074 Patent and which is not suitable for any substantial non-
27 infringing use, in order to provide In-Flight Entertainment and Connectivity services
28 to users in-flight and having knowledge that the ‘074 Patent was/is being directly

1 infringed by users in-flight.

2 89. Pursuant to 35 U.S.C. § 271, LiveTV is liable for inducement of
3 infringement by having knowingly caused or intended to cause and continuing to
4 knowingly cause or intend to cause the direct infringement of the ‘074 Patent by
5 users of In-Flight Entertainment and Connectivity products and services.

6 90. Pursuant to 35 U.S.C. § 271, LiveTV is liable for infringement of the
7 ‘074 Patent by knowingly supplying airlines outside of the United States with
8 components of the In-Flight Entertainment and Connectivity products and services,
9 the components having no other substantial non-infringing use and not being staple
10 articles or commodities of commerce. Further, the combination of components
11 supplied by LiveTV to foreign entities would infringe the ‘074 Patent if such
12 combination occurred within the United States.

13 91. Pursuant to 35 U.S.C. § 271, JetBlue is liable for direct infringement of
14 the ‘074 Patent by having made, used, sold or offered to sell and continuing to make,
15 use, sell and/or offer to sell Fly-Fi Services. JetBlue’s infringement includes, but is
16 not limited to, the manufacture, use, sale, importation and/or offer for sale of Fly-Fi
17 Services offered through the satellite communications network and the Fly-Fi
18 Equipment installed on multiple JetBlue aircraft, which embody the patented
19 invention of the ‘074 Patent. JetBlue has and continues to utilize both the
20 components of the Fly-Fi Equipment and Fly-Fi Services provided by ViaSat to
21 provide broadband access aboard JetBlue’s aircraft. Additionally, JetBlue has, and
22 continues to sell, broadband access to JetBlue’s customers who directly infringe the
23 ‘074 Patent by using Fly-Fi Services.

24 92. Pursuant to 35 U.S.C. § 271, JetBlue is liable for contributory
25 infringement of the ‘074 Patent by having sold or offered to sell and continuing to
26 sell or offer to sell Fly-Fi Services and the components of the Fly-Fi Equipment
27 which comprise a material component of the invention embodied in the ‘074 Patent,
28 which is especially made or adapted for use in infringing the ‘074 Patent and which

is not suitable for any substantial non-infringing use, in order to provide Fly-Fi Services to users in-flight and having knowledge that the ‘074 Patent was/is being directly infringed by users in-flight.

4 93. Pursuant to 35 U.S.C. § 271, JetBlue is liable for inducement of
5 infringement by having knowingly caused or intended to cause and continuing to
6 knowingly cause or intend to cause the direct infringement of the ‘074 Patent by
7 users of Fly-Fi Services and the Fly-Fi Equipment in-flight.

8 94. Upon information and belief, Defendants' infringement of the '074
9 Patent is willful, deliberate, and intentional by continuing its acts of infringement
10 with knowledge of the '074 Patent and thus acting in reckless disregard of AMN's
11 patent rights.

12 95. As a result of Defendants' acts of infringement of the '074 Patent, AMN
13 has suffered injury to its business and property in an amount to be determined as
14 damages, and will continue to suffer damages in the future.

15 96. Unless an injunction is issued enjoining Defendants and their officers,
16 agents, servants, employees and attorneys, and all those persons in active concert or
17 participation with them from infringing the ‘074 Patent, AMN will be irreparably
18 harmed.

COUNT II

Infringement of United States Patent No. 6,445,777

(Against All Defendants)

22 97. AMN repeats the allegations contained the preceding paragraphs 1
23 through 97 as though fully set forth herein.

24 98. Upon information and belief, each Defendant has in the past infringed
25 and continues to infringe the ‘777 Patent, directly and/or by contributory
26 infringement and/or by inducement of infringement, by making, using, selling and/or
27 offering to sell, in this judicial district and elsewhere in the United States, Mobile
28 Broadband Services and the Mobile Broadband Equipment, which embody the

1 patented invention of the ‘777 Patent.

2 99. Pursuant to 35 U.S.C. § 271, ViaSat is liable for direct infringement of
3 the ‘777 Patent by having made, used, sold or offered to sell and continuing to make,
4 use, sell and/or offer to sell Mobile Broadband Services and the Mobile Broadband
5 Equipment. ViaSat’s infringement includes, but is not limited to, the manufacture,
6 use, sale, importation and/or offer for sale of Mobile Broadband Services offered
7 through the satellite communications network and the Mobile Broadband Equipment
8 installed on vehicles, which embody the patented invention of the ‘777 Patent.
9 ViaSat has contracted to sell and has sold both Mobile Broadband Services and the
10 Mobile Broadband Equipment (in configurations generally similar to the allegations
11 previously made) to various customers including JetBlue and the Additional Airlines.
12 ViaSat continued to make, use, sell, offer to sell, and/or import Mobile Broadband
13 Services and Mobile Broadband Equipment despite having actual knowledge of the
14 infringement of the ‘777 Patent communicated by AMN as discussed *supra*.

15 100. Pursuant to 35 U.S.C. § 271, ViaSat is liable for contributory
16 infringement of the ‘777 Patent by having sold or offered to sell and continuing to
17 sell or offer to sell Mobile Broadband Services and the components of the Mobile
18 Broadband Equipment which comprise a material component of the invention
19 embodied in the ‘777 Patent, which is especially made or adapted for use in
20 infringing the ‘777 Patent and which is not suitable for any substantial non-
21 infringing use, in order to provide Mobile Broadband Services to users and having
22 knowledge that the ‘777 Patent was/is being directly infringed by users.

23 101. Pursuant to 35 U.S.C. § 271, ViaSat is liable for inducement of
24 infringement by having knowingly caused or intended to cause and continuing to
25 knowingly cause or intend to cause the direct infringement of the ‘777 Patent by
26 users of Mobile Broadband Services and the Mobile Broadband Equipment.

27 102. Pursuant to 35 U.S.C. § 271, ViaSat is liable for infringement of the
28 ‘777 Patent by knowingly supplying customers, including, but not limited to, airlines,

1 mass transportation operators, commercial and private maritime operators and motor
2 vehicles outside of the United States with components of the Mobile Broadband
3 Equipment, the components having no other substantial non-infringing use and not
4 being staple articles or commodities of commerce. Further, the combination of
5 components supplied by ViaSat to foreign entities would infringe the '777 Patent if
6 such combination occurred within the United States.

7 103. Pursuant to 35 U.S.C. § 271, LiveTV is liable for direct infringement of
8 the '777 Patent by having made, used, sold or offered to sell and continuing to make,
9 use, sell and/or offer to sell In-Flight Entertainment and Connectivity products and
10 services. LiveTV's infringement includes, but is not limited to, the manufacture, use,
11 sale, importation and/or offer for sale of In-Flight Entertainment and Connectivity
12 services offered through the ViaSat satellite communications network and the In-
13 Flight Entertainment and Connectivity hardware installed on aircraft, which embody
14 the patented invention of the '777 Patent. LiveTV has contracted to sell and has sold
15 both In-Flight Entertainment and Connectivity products and services to various
16 airlines including JetBlue and United Airlines. LiveTV continued to make, use, sell,
17 offer to sell, and/or import In-Flight Entertainment and Connectivity products and
18 services despite having actual knowledge of the infringement of the '777 Patent
19 communicated by AMN as discussed supra.

20 104. Pursuant to 35 U.S.C. § 271, LiveTV is liable for contributory
21 infringement of the '777 Patent by having sold or offered to sell and continuing to
22 sell or offer to sell components of the In-Flight Entertainment and Connectivity
23 products and services which comprise a material component of the invention
24 embodied in the '777 Patent, which is especially made or adapted for use in
25 infringing the '777 Patent and which is not suitable for any substantial non-
26 infringing use, in order to provide In-Flight Entertainment and Connectivity services
27 to users in-flight and having knowledge that the '777 Patent was/is being directly
28 infringed by users in-flight.

1 105. Pursuant to 35 U.S.C. § 271, LiveTV is liable for inducement of
2 infringement by having knowingly caused or intended to cause and continuing to
3 knowingly cause or intend to cause the direct infringement of the ‘777 Patent by
4 users of In-Flight Entertainment and Connectivity products and services.

5 106. Pursuant to 35 U.S.C. § 271, LiveTV is liable for infringement of the
6 ‘777 Patent by knowingly supplying airlines outside of the United States with
7 components of the In-Flight Entertainment and Connectivity products and services,
8 the components having no other substantial non-infringing use and not being staple
9 articles or commodities of commerce. Further, the combination of components
10 supplied by LiveTV to foreign entities would infringe the patent if such combination
11 occurred within the United States.

12 107. Pursuant to 35 U.S.C. § 271, JetBlue is liable for direct infringement of
13 the ‘777 Patent by having made, used, sold or offered to sell and continuing to make,
14 use, sell and/or offer to sell Fly-Fi Services. JetBlue’s infringement includes, but is
15 not limited to, the manufacture, use, sale, importation and/or offer for sale of Fly-Fi
16 Services offered through the satellite communications network and the Fly-Fi
17 Equipment installed on multiple JetBlue aircraft, which embody the patented
18 invention of the ‘777 Patent. JetBlue has and continues to utilize both the
19 components of the Fly-Fi Equipment and Fly-Fi Services provided by ViaSat to
20 provide broadband access aboard JetBlue’s aircraft. Additionally, JetBlue has, and
21 continues to sell, broadband access to JetBlue’s customers who directly infringe the
22 ‘777 Patent by using Fly-Fi Services.

23 108. Pursuant to 35 U.S.C. § 271, JetBlue is liable for contributory
24 infringement of the ‘777 Patent by having sold or offered to sell and continuing to
25 sell or offer to sell Fly-Fi Services and the components of the Fly-Fi Equipment
26 which comprise a material component of the invention embodied in the ‘777 Patent,
27 which is especially made or adapted for use in infringing the ‘777 Patent and which
28 is not suitable for any substantial non-infringing use, in order to provide Fly-Fi

1 Services to users in-flight and having knowledge that the '777 Patent was/is being
2 directly infringed by users in-flight.

3 109. Pursuant to 35 U.S.C. § 271, JetBlue is liable for inducement of
4 infringement by having knowingly caused or intended to cause and continuing to
5 knowingly cause or intend to cause the direct infringement of the ‘777 Patent by
6 users of Fly-Fi Services and the Fly-Fi Equipment in-flight.

7 110. Upon information and belief, Defendants' infringement of the '777
8 Patent is willful, deliberate, and intentional by continuing its acts of infringement
9 with knowledge of the '777 Patent and thus acting in reckless disregard of AMN's
10 patent rights.

11 111. As a result of Defendants' acts of infringement of the '777 Patent, AMN
12 has suffered injury to its business and property in an amount to be determined as
13 damages, and will continue to suffer damages in the future.

14 112. Unless an injunction is issued enjoining Defendants and their officers,
15 agents, servants, employees and attorneys, and all those persons in active concert or
16 participation with them from infringing the ‘777 Patent, AMN will be irreparably
17 harmed.

PRAYER FOR RELIEF

WHEREFORE, AMN prays for judgment and relief as follows:

20 A. A declaration that Defendants have infringed, are infringing, have
21 induced and are inducing, have contributed and are contributing to the infringement
22 of the '074 and '777 Patents:

23 B. A permanent injunction enjoining Defendants, their officers, agents,
24 servants, employees, affiliates and attorneys, and all those in active concert or
25 participation with them, from further infringing, inducing infringement, and
26 contributing to the infringement of the '074 and '777 Patents;

27 C. An award of damages adequate to compensate AMN for the
28 infringement of the '074 and '777 Patents by Defendants:

1 D. A declaration that Defendants' continuing infringement of the '074 and
2 '777 Patents was and is willful, justifying a trebling of the award of damages under
3 35 U.S.C. § 284, or such other enhancement of the award of damages that the Court
4 deems appropriate;

5 E. An award of pre-judgment and post-judgment interest on the damages
6 caused by reason of Defendants' infringement of the '074 and '777 Patents;

7 F. A declaration that this an exceptional case and that AMN be granted its
8 reasonable attorneys' fees in accordance with 35 U.S.C. § 285;

9 G. An award of costs to AMN; and

10 H. A grant to AMN of such other and further relief as the Court may deem
11 just and proper.

12

13 DATED: January 21, 2015

PROCOPIO, CORY, HARGREAVES &
SAVITCH LLP

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1 **DEMAND FOR JURY TRIAL**

2 AMN demands trial by jury on all claims and issues so triable.

3 DATED: January 21, 2015

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